

## **CONTINUITY OF SERVICES**

[CT, LH/T&M – 09/04] [FAR 52.237-3 – 01/91]

- (a) The Subcontractor recognizes that the services under this Subcontract are vital to JPL and must be continued without interruption and that, upon Subcontract expiration, a successor, either JPL or another Subcontractor, may continue them. The Subcontractor agrees to:
  - (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Subcontractor shall, upon JPL's written notice, (i) furnish phase-in, phase-out (PIPO) services for up to 90 days after this Subcontract expires and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of PIPO services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to JPL's approval. The Subcontractor shall provide sufficient experienced personnel during the PIPO period to ensure that the services called for by this Subcontract are maintained at the required level of proficiency.
- (c) The Subcontractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Subcontract. The Subcontractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Subcontractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Subcontractor shall be reimbursed for all reasonable PIPO costs (i.e., costs incurred within the agreed period after Subcontract expiration that result from PIPO operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Subcontract.